# IN THE UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

Form 210A

# United States Bankruptcy Court

# SOUTHERN DISTRICT OF NEW YORK

In re LEHMAN BROTHERS HOLDINGS INC., et. al., DEBTORS

Case No. 08-13555 (JMP) JOINTLY ADMINISTERED

# TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 300 1(e)(2), Fed, R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

Illiquidx Securities Limited	Iccrea Banca S.P.A., As Agent ("Seller") Acting On Behalf Of Banca Di Credito Cooperativo Di Monterenzio
Name of Transferee	Name of Transferor
Name and Address where notices to transferee should be sent:	Court Claim # (if known): 58221 Total Claim Amount: <u>\$ 190,423,075.43</u>
Illiquidx Securities Limited 80 Fleet Street London EC4Y 1EL UNITED KINGDOM	Amount of Claim as Filed with respect to ISIN XS0189294225: \$14,393.81 Allowed Amount of Claim with respect to ISIN XS0189294225: \$14,429.99
Attn.: Mr Celestino Amore E.mail: amore@illiquidx.com Phone: +44 207 832 0181 Last Four Digits of Acct #: N/A	Date Claim Filed: 10/30/2009
Name and Address where transferee payments should be sent (if different from above):	Iccrea Banca S.P.A Via Lucrezia Romana 41/47 00178 ROMA, ITALIA Attn: Pierdulio Cocucciono Title: Responsabilie Istitutional Servicies
	**PLEASE SEE ATTACHED EXHIBITS**

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief,

By: Transferee/Transferee's Agent

Date: 7 SEPTEMBER 2016

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment foe up to 5 years, or both 18 U.S C. §1152 & 3571.

EVIDENCE OF TRANSFER OF CLAIM

TRANSFER AGREEMENT

Form 210B (12/09)

# IN THE UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

In re Lehman Brothers Holdings Inc.

Case No. 08-13555

# NOTICE OF TRANSFER OF CLAIM OTHER THAN FOR SECURITY

Claim No.58221 was filed or deemed filed under 11 U.S.C. § 1111(a) in this case by the alleged transferor. As evidence of the transfer of that claim, the transferee filed a Transfer of Claim Other than for Security in the clerk's office of this court on  $\frac{7 \text{ SEPT.}}{\text{Court}}$ , 2016.

# ICCREA BANCA S.P.A., as agent acting on behalf of BANCA DI CREDITO COOPERATIVO DI MONTERENZIO

ILLIQUIDX SECURITIES LIMITED

Name of Alleged Transferor

Address of Alleged Transferor:

Iccrea Banca S.p.A., Via Lucrezia Romana 41/47 00178 ROMA ITALIA Name of Transferee

Address of Transferee:

Illiquidx Securities Limited 80 Fleet Street London EC4Y 1EL UK

### ~~DEADLINE TO OBJECT TO TRANSFER~~

The alleged transferor of the claim is hereby notified that objections must be filed with the court within twenty-one (21) days of the mailing of this notice. If no objection is timely received by the court, the transferee will be substituted as the original claimant without further order of the court.

Date:	
	CLERK OF THE COURT

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# AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

- For value received, the adequacy and sufficiency of which are hereby acknowledged, ICCREA BANCA S.P.A. as agent acting on behalf of BANCA DI CREDITO COOPERATIVO DI MONTERENZIO (the "Beneficial Owner"), hereby unconditionally and irrevocably sells, transfers and assigns to ILLIQUIDX SECURITIES LIMITED (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) the securities identified by ISIN code listed in Schedule 1 (the "Securities", and any such security, a "Purchased Security"), (b) to the extent related to the Securities and to the extent of the applicable principal amount specified in Schedule 1 attached hereto, an undivided interest in the Seller's right, title and interest in and to the Proof of Claim Number 58221 filed by or on behalf of the Seller (the "Proof of Claim"), against Lehman Brothers Holdings Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor")(the "Purchased Claim"), (c) to the extent related to the Securities and the Purchased Claim, all rights, title and benefits of Seller and Seller's predecessors-in-title (which includes, for the avoidance of doubt, the Seller having acted on behalf of holders or beneficial owners of the Securities, and in such capacity, the "Depository")) relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, principal, interest, damages, penalties, fees or any other property, which may be paid or distributed with respect to the Purchased Claim (including for clarity, all amounts distributed on or after the trade date of <u>IO</u> August 2016 (the "Trade Date") whether or not the Trade Date is before, on or after any record date with respect to an amount) or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan of reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Securities and/or the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to or evidencing the Securities and/or the Purchased Claim, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any Seller's predecessors-in-title (which includes for the avoidance of doubt the Seller acting in its capacity as Depository) acquired the rights and obligations underlying or constituting a part of the Securities and/or Purchased Claim, and any and all of Seller's right, title and interest in, to and under any right or remedy of Seller or any Seller's predecessors-in-title (which includes for the avoidance of doubt the Seller acting in its capacity as Depository) against any of Seller's predecessors-in-title (which includes for the avoidance of doubt the Seller acting in its capacity as Depository), (d) any and all rights, remedies, claims and causes of actions regarding any of the foregoing; and (e) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), (c), (d) and (e), the "Transferred Claims"). For the avoidance of doubt, the Purchaser does not acquire any liabilities or obligations with respect to the Transferred Claims of the Seller or any Seller's predecessors-in-title (which includes for the avoidance of doubt the Seller acting in its capacity as Depository).
- Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on http://www.lehman-docket.com as of July 17, 2009; (c) Seller owns and has good legal, beneficial, and marketable title to the Transferred Claims, free and clear of any and all liens, claims, objections, set-off rights, security interests, participations, factoring agreements or encumbrances created or incurred by Seller or against Seller, or created or incurred by any Seller's predecessors-in-title (which includes for the avoidance of doubt the Seller acting in its capacity as Depository) or against the same, and all filings required to evidence Seller's title to the Transferred Claim have been duly and timely filed with the Court; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and the related evidence of transfer of claim (the "Evidence of Transfer of Claim"); (e) the Proof of Claim includes the Purchased Claim specified in Schedule 1 attached hereto; (f) neither the Seller nor any Seller's predecessors-in-title (which includes for the avoidance of doubt the Seller acting in its capacity as Depository) has engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will give rise to any setoff, defense or counterclaim or that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors of the Debtor, (g) there have been no objections filed against Seller or any Seller's predecessors-in-title (which includes for the avoidance of doubt the Seller acting in its capacity as Depository) in respect of the Transferred



Claims; and (h) neither the Transferred Claims nor any portion thereof is subject to any claim or right of setoff, or pending reduction, recoupment, impairment, avoidance, disallowance, or subordination, and neither Seller nor any Seller's predecessors-in-title (which includes for the avoidance of doubt the Seller acting in its capacity as Depository) has received any notice that the Transferred Claims are void or voidable or subject to any pending disallowance, reduction, impairment or objection of any kind, and the Allowed Amount of Claim Transferred to Purchaser, as referred to in Schedule 1, are those amounts set forth in Schedule 1, (i) Seller has delivered to Purchaser a true and correct copy of the Revised Notice of Proposed Allowed Claim Amount dated October 14, 2011 (the "Revised Notice"), (j) the Revised Notice relate to the Proof of Claim, and as of the date hereof, other than the Revised Notice, neither the Seller nor any Seller's predecessors-in-title (which includes for the avoidance of doubt the Seller acting in its capacity as Depository) has received any notice or objection or order of the Court for expungement or disallowance in relation to the Transferred Claims; (k) there have not been, and there are no objections to the Transferred Claims, (l) all documents provided to Purchaser by Seller relating to the Transferred Claims are true, accurate and complete copies of such documents; (m) all transfer agreements under which the Seller and any of the Seller's predecessors-in-title acquired the Transferred Claims or any part thereof (the "predecessor agreements") are substantially similar (and similar in all material respects) to this Agreement, and all such predecessor agreements contain representations, warranties, covenants, agreements and indemnities from the seller to the purchaser that are no less favorable than those contained herein; (n) the Seller has the full power and authority to execute and perform its obligations under this Agreement and the Evidence of Transfer of Claim, and the Seller has received representations and warranties from the Seller's predecessors-in-title (which includes for the avoidance of doubt the Seller acting in its capacity as Depository) that (i) that predecessor-in-title had full power and authority to execute, and deliver the predecessor agreements and the related evidence of transfer of claim and to contractually bind the any holders or beneficial owners of the Securities to the terms of this Agreement and Evidence of Transfer of Claim and (ii) it is duly and validly authorized by, for on behalf of, any holders or beneficial owners of the Securities to execute and deliver this Agreement and Evidence of Transfer of Claim; (o) Seller does not have any claim, lien or encumbrance upon the Transferred Claims and represents and warrants that, upon consummation of the transactions contemplated in this Agreement and Evidence of Transfer of Claim, the Purchaser will own and have good legal and beneficial title to the Transferred Claims, free and clear of any and all liens, claims, objections, set-off rights, security interests, participations, factoring agreements or encumbrances created or incurred by Seller or against Seller, or created or incurred by any predecessors-in-title (which includes for the avoidance of doubt the Seller acting in its capacity as Depository) or against the same; (p) the Transferred Claims and Securities are not subject to or bound by a Plan Support Agreement (as such term is defined in the Second Amended Joint Chapter 11 Plan of Lehman Brothers Holdings Inc. and Its Affiliated Debtors dated as of June 30, 2011); (q) on or about April 17, 2012, October 1, 2012, April 4, 2013, October 3, 2013, April 3, 2014, October 2, 2014, April 2, 2015, October 1, 2015, March 31, 2016 and June 16, 2016 Seller received distributions from Lehman Brothers Holdings, Inc. in respect of the Transferred Claims; and (r) on or about May 8, 2013, October 24, 2013, April 28, 2014, October 28, 2014, April 27, 2015, October 29, 2015, April 28, 2016 and July 14, 2016 Seller received distributions from Lehman Brothers Treasury Co. B.V. in respect of the Purchased Security.

- 3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives, with respect only to the Transferred Claims, to the fullest extent permitted by law any notice or right to receive notice of a hearing with respect to such transfer pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.
- All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, that result from Seller's breach of its representations, warranties, covenants and agreements made herein. Seller hereby agrees that the Purchaser will benefit (if the Purchaser so requires) from any rights which the Seller may have against the Seller's predecessors-in-title (which includes for the avoidance of doubt the Seller acting in its capacity as Depository) which



the Seller has based on the Seller's predecessors-in-title (which includes for the avoidance of doubt the Seller acting in its capacity as Depository) representations and warranties set out in the predecessor agreements, and the Purchaser can exercise such rights in any way it wishes.

- 5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, (but in any event on no later than the third (3rd) business day following the date hereof), to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer of Claim supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security. Seller shall act or omit to act with respect to the Transferred Claims solely to the extent directed by Purchaser.
- 6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered (including, on Seller's part, causing any Seller's predecessors-in-title to execute or deliver), all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions (including, on Seller's part, causing any Seller's predecessors-in-title to deliver distributions and proceeds received by any Seller's predecessors-in-title and to act) and other actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer of Claim, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim. In the event that the sale and purchase of the Transferred Claims are not successfully completed for any reason whatsoever within a commercially reasonable time, any purchase price paid by the Purchaser under this Agreement and Evidence of Transfer of Claim shall be returned to the Purchaser and the delivery obligations of the Seller under this Agreement shall be cancelled
- Seller agrees that all distributions, amounts, proceeds, assets, cash and other property received by Seller or any Seller's predecessors-in-title on or after the Trade Date (whether or not such Trade Date is before, on or after any record date for such amounts) are for the account of Purchaser, and at the election of the Purchaser, (i) the Purchaser may net, setoff and reduce the purchase price payable by it and any other amounts owed by it in respect of the Transferred Claims against the distributions, assets, cash, property and amounts payable by Seller to it in respect of distributions, assets, cash, property and amounts received by Seller or any Seller's predecessors-in-title on and after the Trade Date, or (ii) the Seller shall pay such amounts received by the Debtor or any Seller's predecessors-in-title, or any other entity in relation to the Transferred Claims, on or prior to the date of this Agreement and on and after the Trade Date in respect of the Transferred Claims to the account information provided to it by Purchaser on the date of this Agreement and Evidence of Transfer of Claim.
- 8. The parties acknowledge that settlement shall be made on delivery of the Transferred Claim and the Securities versus payment basis through Euroclear. For the avoidance of doubt, the parties acknowledge and agree that the transfer contemplated hereby shall not occur unless and until the Purchaser shall have paid the purchase price in full.
- 9. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.



IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this  $\frac{7}{2}$  day of August 2016.

SELLER

ICCREA BANÇA S.P.A.

By: Name: Title: Avv. ANTONIO TORRE

Responsabile del Legale

Address:

Via Lucrezia Romana 41/47

00178 ROMA

ITALY

BUYER

ILLIQUIDX SECURITIES LIMITED

f.p. Galina Alabaterha

Address:

80 Fleet Street London EC4Y 1EL

UK

BENEFICIAL OWNER

BANCA DI CREDITO COOPERATIVO DI MONTERENZIO

Name: ANDREA SALOMONI Title: PRESIDENTE C.D.A.

Address:

Via Centrale, 13, Monterenzio,

Province of Bologna

**ITALY** 

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Schedule 1

Transferred Claim

# Purchased Claim

0.0075589% of Proof of Claim 58221 = USD\$14,393.81 of USD\$190,423,075,43 (i.e. the outstanding amount of XS0189294225 as described in the Proof of Claim dated October 30, 2009 and filed on October 30, 2009), and 0.2401537% of ISIN XS0189294225

The Proposed Allowed Claim Amount comprised in the Purchased Claim represents USD\$14,429.99 which is 0.0141519% of the Total Proposed Allowed Claim Amount of USD\$101,964,895.96 as specified in Revised Notice Of Proposed Allowed Claim Amount dated October 14, 2011 with respect to XS0189294225 and 0.2401537% of ISIN XS0189294225

# Lehman Programs Securities to which Transfer Relates

Description of the Security	ISIN/CUSIP	Blocking Number	Issuer	Guarantor Principal, Notional Amount	Principal / Notional Amount	Coupon	Maturity	Accrued Amount (as of Proof of Claim Filing Date)	Allowed Amount of Claim Transferred to	
Icens of FITP 100 000 000	VCOLOGO SCCLOCOGIOSV	50.40500	I share	The Boston Paris	000000				Furchaser	
issue of port too, ooo, ooo	C77+6760106V	7706+00	Lenman	Cenman	EUK 10,000,00	Fixed	23 April 2014	FIIP171 58 urbioh	OO OCE ETSUSIT	
European Inflation Linked Notes			Brothere	Brothore	which is the	1 10 7 11		CONT. 11.36 WILLS	USD\$14,429.99	
			DIOUELS	Diomers	wnich is the	Kate/Index		is the conivalent of		
under the U.S.\$18,000,000,000			Treasury	Holdings	equivalent of	Linked		10 CFC3U3II		
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				IIIC.	00.101.416000					

ICCREA BANCA S.p.A.

Avv. ANTONIO TORRE Responsatile del Legale

BANCA CHOLLE TO COOPERATIVO

DI LIONI ZIZENZIO SC

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United States Bankruptcy Court/Souther Lehman Brothers Holdings Claims Proces c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076		PROC	URITIES PROGRAMS OF OF CLAIM SBC-Sauthern District of New York
In Re: Lehman Brothers Holdings Inc., et al., Debtors,	Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)	Lehn	nan Brothers Holdings Inc., Et Al. 08-13555 (JMP) 0000058221
Note: This form may not be used to based on Lehman Programs Secur http://www.lehman-docket.com as	o file claims other than those ities as listed on	THIS SPACE I	IS FOR COURT USE ONLY
Name and address of Creditor: (and name Creditor)  ICCREA Banca S.p.A.  Via Lucrezia Romana 41/47, 00  Attn: c.a. Legal Department Av	0178 Roma (Italy)	sent if different from	Check this box to indicate that this claim amends a previously filed claim.  Court Claim Number:  (If known)  Filed on:
Telephone number: +39 06 72075225 En Name and address where payment should	nail Address: ccalascibetta@iccrea. bc sent (if different from above)	bcc.it	Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.
I. Provide the total amount of your claim Programs Securities as of September 15, 2 and whether such claim matured or becam dollars, using the exchange rate as applica you may attach a schedule with the claim:  Amount of Claim: \$ In excess of \$190.4  Check this box if the amount of claim 2. Provide the International Securities Id this claim with respect to more than one L which this claim relates.  International Securities Identification N  3. Provide the Clearstream Bank Blocking appropriate (each, a "Blocking Number") from your accountholder (i.e. the bank, brothan one Lehman Programs Security, you relates.  Clearstream Bank Blocking Number, Emumber:	the control of the co	n Programs Securities on Septem September 15, 2008. The claim are filing this claim with respect to Security to which this claim related addition to the principal amount. Lehman Programs Security to wattach a schedule with the ISINs A (Required)  ic Reference Number, or other defor which you are filing a claim. scurities on your behalf). If you string Numbers for each Lehman Principal securities on your behalf.	iber 15, 2008 or acquired them thereafter, amount must be stated in United States or more than one Lehman Programs Security, tes.  It due on the Lehman Programs Securities. Which this claim relates. If you are filing for the Lehman Programs Securities to epository blocking reference number, as You must acquire a Blocking Number are filing this claim with respect to more programs Security to which this claim
See attached Annex A	(Requir	ed)	
4. Provide the Clearstream Bank, Euroclea you are filing this claim. You must acquir accountholder (i.e. the bank, broker or other numbers.	e the relevant Clearstream Bank, Eurer entity that holds such securities on	oclear Bank or other depository properties your behalf). Beneficial holders	mortinimont accesses when her Comment
Accountholders Euroclear Bank, Clears See attached Annex A			
5. Consent to Euroclear Bank, Clearstre consent to, and are deemed to have authoridisclose your identity and holdings of Lehr reconciling claims and distributions.  Date.    O   30   09   Signature: The person of the creditor or other number if different from any Vito Lorenzo Augustiness.	ized, Euroclear Bank, Clearstream Banan Programs Securities to the Debu filing this claim must sign it. Sign and person authorized to file this claim are the notice address above. Attach co	of filing this claim, you ank or other depository to ors for the purpose of and print name and title, if any, and state address and telephone py of power of attorney, if 72075231	FOR COURT USE ONLY  FILED   RECEIVED  OCT 3 0 2009  EPIQ BANKRUPTCY SOLUTIONS, LLC
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